

Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant <i>Rudolf F. Smith Inc</i> <i>301 E. 57th St, NY, NY 10022</i>		2. Registration No. <i>1482</i>
3. Name of Foreign Principal <i>Maldive's Marketing & Public Relations Corporation</i>	4. Principal Address of Foreign Principal <i>H. Velooanage, 4th fl</i> <i>Ahmed Ahmed, Regu Male</i> <i>20094 Republic for Maldives</i>	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant <i>New York & London</i>		
b) Name and title of official with whom registrant deals <i>Mohamed Adam</i>		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
6/15/12	Louise Harris, Chief Global Strategist	[Signature]

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Russ Fild Inc

2. Registration No.

1481

3. Name of Foreign Principal

Maldives Marketing & Public Relations Corporation

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public Relations Counsel

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

*Strategic counsel
Media relations*

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

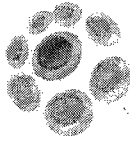
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
<i>6/15/12</i>	<i>Louise Harris Chief of Staff</i>	<i>Louise Harris</i>

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Maldives
Marketing & PR
Corporation

AGREEMENT FOR APPOINTING A PUBLIC REALATIONS COMPANY FOR MMPRC

This contract is made BY AND BETWEEN

Maldives Marketing and Public Relations Corporation having its registered office in H. Velaanaage,
4th Floor, Ameer Ahmed Magu, Male', 20094 Republic for Maldives, of the first part

AND

Ruder Finn Inc having its registered office in 301 E 57th Street, New York NY 10024 of the second
part

WHEREAS the Maldives Marketing and Public Relations Corporation of the Republic of Maldives
(hereinafter referred to as "MMPRC") requires the services of an Agency to provide the services of
International public Relations Services

WHEREAS Ruder Finn Inc (hereinafter referred to as "the Agency") has submitted a proposal to
MMPRC (hereinafter referred to as "the Proposal" and attached hereto as Annex 2) offering to
provide the Services; and

WHEREAS MMPRC has decided to accept the offer contained in the Proposal, MMPRC hereby appoints
the Agency to provide the Services.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

The Agency shall carry out the Services in accordance with the following terms and conditions:

1. Scope of Work

The following outlines scope of work for 3 MONTHS based on MMPRC goals and the activities

Objectives:

1. Instill confidence on the tourism industry of the Maldives.
2. Gain understanding and public acknowledgement of the Maldives from the international community.
3. Maldives government's commitment to strengthening democracy and sustainable development.
4. Improve the image of Maldives

Activities:

1. Strategic counsel

Goal: Provide Maldives with advice and input to ensure a proactive and coordinated effort to effectively
reach all key stakeholders. To do it the Agency will have to work for a 3 month period and the work during
this period should be carried out as follows

Months 1, 2, and 3

- Advise the government on its policy announcements and events on key stakeholder groups such as
media, international governments and NGOs and help respond to ongoing developments
- Assist in formulating effective strategies for key international audiences
- Assist with the roll out of policy and other announcements to media, parliamentarians,
government, NGOs and others

2. Key message and storybook development

Goal: Develop a consistent, factual and compelling narrative to shape all discussions with key
stakeholders. To do this Agency will:

MSD/CES/REGISTRATION
UNIT
2012 JUN 27 PM 3:06

Month 1

- Develop a core set of key messages including facts and proof points around the following:
 - Core platforms of democracy and sustainable development, including goals and vision for the future
 - Events surrounding the recent incidents in Maldives
 - Maldives as a safe tourist destination
- Prepare materials to address the key issues
 - Question and answer document
 - Fact sheet sheets on topics such as record on democracy and the environment
- Begin to develop a storybook that provides several different angles and storylines for use with media, government, NGOs, academics and other stakeholders. The goal of the storybook is to provide:
 - Key themes and story angles that will capture sustained attention, drive understanding and enhance reputation

Months 2 and 3

- Ongoing development and refinement of key messages, materials and storybook

3. Media

Goals: Develop a coordinated and proactive approach to media relations that will:

Promote a balanced portrayal of Maldives

- Ensure inaccuracies in coverage are corrected immediately to avoid pick-up and further dissemination
- Begin the process of developing relationships with key journalists who are friendly and receptive
- Provide avenues for proactively seeding positive stories

To do this Agency will have to:

Month 1

- Initiate monitoring of media coverage on a daily basis across the US and Europe (English language publications only) and provide analysis (positive, negative, neutral)
- Set up a rapid response system to immediately correct inaccuracies and help provide balance to negative stories
- Develop a media list of the most influential outlets and journalists with whom to engage, targeting top tier media across the US, the UK and the major countries in the EU of importance to the Maldives. List to include reporters covering the following beats:
 - International affairs
 - Environment/sustainability
 - Travel and tourism
- Develop a media plan to highlight key initiatives and upcoming milestones that can be used to create positive news. For example:
 - Policy announcements
 - Major speeches
 - Kick off of key initiatives
 - Media visit to the Maldives
- Identify 1-2 high-profile, credible and friendly journalists for 1:1 relationships
- Evaluate opportunities for placing an Op-Eds

Months 2 and 3

- Ongoing monitoring of media coverage and rapid response in case of inaccuracies or negative stories
- Media outreach around key initiatives and milestones
 - Drive positive coverage for the Maldives
 - Look to leverage outcomes from relationships with governments, academics and NGO's
- Arrange additional relationship building meetings with friendly, high profile journalists
 - Facilitate media access to Maldives
 - Aim to do 1-3 relationship building meetings per month
- Arrange press trips to the Maldives for key media
 - Focus on showcasing the Maldives as a safe tourist destination and promoting environment work and eco tourism.
 - Invite 3-5 reporters from top publications and/or freelancers focused on travel and tourism and/or environmental sustainability
 - Aim to schedule 1 press trip to take place before the end of June

4. Stakeholder mapping and engagement

Goals: Develop a strategy for identifying and engaging stakeholders that will:

- Renew the Maldives' image in major countries
- Rally an alliance of support for the Maldives
- Ensure a deeper understanding amongst international political audiences on Maldives

To do this Agency will have to:

Month 1

- Develop high level stakeholder maps :
 - In UK
 - In USA
 - In Commonwealth countries
 - In relevant EU institutions
 - Council of Europe, European Commission, relevant commissioners and Departments
 - European Parliament.
 - Academic institutions, individuals and think tanks
 - NGOs
 - Arrange 1:1 meetings with influential and open minded potential champions across the UK and relevant EU bodies
- Conduct initial briefings and discussions with key academics
 - Feed in academic arguments to those identified
 - Aim to arrange 1-3 briefings with academics
- Set up a rapid response system to immediately correct inaccuracies amongst key government, academic and NGO stakeholder groups

Months 2 and 3

- Develop deeper stakeholder maps
 - Tailor key messages and materials for use with these groups and individuals
- Arrange briefings to build links at various levels with the UK, US, Commonwealth and major European governments
- Build support with selected NGOs
 - Arrange 1:1 briefing meetings or calls with top NGOs
 - Aim to conduct 1-3 briefings
- Expand and further build relationships with key academics
 - Build on support to roll out supportive academic content for journals, op-eds and other coverage
 - Target creating 1-2 additional relationships
- Determine champions who are willing to speak publically on Maldives
- Ongoing execution of rapid response system to immediately correct inaccuracies
- Build towards a high level delegation visit to the Maldives

2. Commencement of Work

The Agency shall commence the services from 26 April 2012 for a period of 3 months.

3. Payment and terms of Payment

As compensation for our services the Agency will be paid a monthly retainer fee of \$65,000 for an agreed-upon scope of work. Billing of monthly retainer fee will be on the first day of each month, and payable by the 30th of the month in which it is billed. Agency will provide MMPRC with monthly supporting documentation indicating staff time incurred, along with a detailed activity report. A first-month's deposit equal to one month's monthly fee (\$65,000) will also be required and payable upon this contract being fully-executed / signed. The deposit will be returned within 30 days upon termination of this agreement.

All amounts due over forty five (45) days from invoice date shall bear interest from such 45th day at the rate of eighteen percent (18%) per annum (or such lesser rate as may be the maximum permissible rate under applicable law). This charge shall be in addition to any other remedies we may have with respect to late payment.

If the amounts due Agency should ever exceed \$10,000 for over 60 days, Agency will have the option to cease all work on the account upon one day written notice sent by overnight mail to the above address at any time on or after the 60th day until the account is current.

Without limiting the foregoing, Agency reserves the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this Agreement.

4. Payment Schedule

Advance payment by 30 April 2012 - This needs to be refunded to MMPRC as agreed in Clause 3 of this agreement.

Following monthly payments (26 April - 25 July 2012) should be billed on the first date of the month and shall be paid by 25 of the following month.

5. Out of Pocket expenses

In addition to monthly professional fees, we estimate out-of-pocket expenses for the term of this agreement to be in the region of \$2,000 per month which will be billed as incurred. These expenses would include such items as telephone, local travel, media monitoring, copying, release reproduction, postage, messengers, overnight delivery, etc. These expenses are to be billed separately on or about the 20th of the following month. These invoices will be due 30 days after the invoice date. Overseas travel costs and event costs (such as media briefings) are additional and will be budgeted separately, and approved in advance by the MMPRC.

All amounts due over forty-five (45) days from invoice date shall bear interest from such 45th day at the rate of eighteen percent (18%) per annum (or such lesser rate as may be the maximum permissible rate under applicable law). This charge shall be in addition to any other remedies we may have with respect to late payment.

6. Failure to Perform

In the event the Agency fails to perform in accordance with this Agreement, MMPRC has the right to cancel the contract within 10 days written notice to the Agency.

7. Staff Working Hour Rates

Agency will maintain records of all staff time work and all out of pocket expenditures incurred on behalf of MMPRC organization and will be prepared to supply reasonable supporting detail which MMPRC may require

Maldives Agency Team Billing Rates

EMPLOYEE	TITLE	HOURLY BILLING RATE
Kathy Bloomgarden	CEO	\$500
Louise Harris	Chief Global Strategist	\$445
Hugh McKinney	Head of Parliamentary Affairs	\$400
Lauren Cohen	Senior Vice President	\$345
Matt Walsh	Vice President /Account Manager	\$280
Noah Zachary	Account Executive	\$160

The account team as outlined above may be subject to modification based on client needs. Agency will bring in additional resources as required. The Agency should not exceed the monthly expenses over USD 80,000 unless otherwise authorized by MMPRC (including the retainer fee, Out of pocket expenses, team Billing Fees and fees for or any other activities).

In the event there are questions by MMPRC to the validity of any charge or invoice, for any reason, payment for only the portion under question may be delayed provided client requests further explanation or documentation in writing actually received by Agency within twenty (20) days of invoice receipt. In such an event, Agency will not charge a finance charge on said portion until 25 days after Agency responds to the request for information or documentation. MMPRC expressly do not agree that the request or objection to any Agency charge or invoice as aforesaid must be in writing and that an oral or verbal request or objection will be of no force or effect whatsoever nor is it to be relied upon for any purpose.

All press or other materials released on MMPRC's behalf by Agency will be submitted to MMPRC for approval prior to release. MMPRC agree to defend, indemnify and hold the Agency harmless against any loss, cost or expense (including reasonable attorneys' fees) Agency may sustain or incur as a result of any claim, suit or proceeding made, brought or threatened against us arising out of (i) any assertions made on MMPRC's behalf in any material that Agency may prepare for MMPRC and/or in any public relations efforts that the Agency may undertake for MMPRC and which MMPRC approve before release; (ii) risks or restrictions which Agency has brought to MMPRC attention where MMPRC has elected to proceed or (iii) the nature or use of MMPRC's products or services, including without limitation any alleged or actual defects in MMPRC products or services. Client obligations under this section include payment by the MMPRC to Agency for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by Agency in connection with any subpoena, discovery or demand or other directive having the force of law or governmental inquiry served upon Agency that relates to work performed by Agency for the MMPRC, its business or its industry that arises out of any litigation, proceedings or investigations involving the MMPRC.

8. Force Majeure

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS UNDER ANY TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

Nothing in this agreement shall be construed so as to constitute either party as an agent with authority to bind the other except as may be specifically approved by the party to be so bound.

Notwithstanding the foregoing, in the event that either party shall have breached any material provision hereof, or shall have taken any action which shall have had the intention and effect of materially injuring the business, reputation or prospects of the other, which breach or action is not cured within 15 business days following written notice thereof to the breaching party from the other, said other party shall have the right to terminate this agreement as of the 16th day following the date of such notice without limitation of any other rights it may have in respect of such breach or injurious action.

The MMPRC agrees that Agency has no control over information once it has been issued to the media or another third party. Nor can Agency assure the use of any material by any medium, or the accuracy of what any third party publishes. It is understood and agreed that Agency does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by Agency.

Agency will endeavor to the best of its ability to guard against any loss to MMPRC through failure of suppliers to execute properly their commitments, but Agency shall not be held responsible for any failure on their part. In addition, neither party shall be liable for any delay or failure to carry or make continuously available the services or perform its obligations hereunder (other than the MMPRC's payment obligations), if such delay or failure is due to any cause beyond its control, including without limitation, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

Agency shall take reasonable care to safeguard any of MMPRC property entrusted to its custody or control. However, Agency shall not be held responsible for any loss, damage, destruction or unauthorized use of such property unless caused by Agency's negligence or willful misconduct.

All press releases, copy, and other creative materials or documents prepared, purchased or furnished by Agency in connection with MMPRC account and paid for by MMPRC, and produced during the term hereof (collectively "Creative Products") shall be deemed MMPRC property (subject, however, to any third party ownership and/or use limitations). Notwithstanding the foregoing, to the extent that Creative Products consist of creative content and materials in existence prior to the execution of this Agreement or created outside the scope of this Agreement, all such materials (including any modifications, improvements or enhancements thereof) shall remain the sole and exclusive property of Agency.


9. Confidentiality

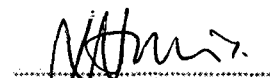
The Agency shall not disclose any information that is confidential in nature received from MMPRC or any other source in the course of carrying out the services to anyone other than those that are directly involved in or related to the services; which include members of the Agency team

10. Jurisdiction

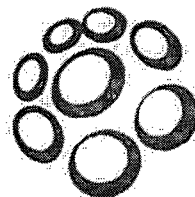
This agreement shall be construed according to the laws of the Republic of Maldives.

For and On Behalf of the Maldives Marketing Public Relations Corporation For and On Behalf of the Agency


.....
Mohamed Adam
Managing Director (Acting)
MMPRC


.....
Louise Harris
Chief Global Strategist
Ruder Finn Inc.

Date: 26 April 2012



**Maldives
Marketing & PR
Corporation**